

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI

COACH, INC. and COACH )  
SERVICES, INC., )  
Plaintiff, )  
v. ) Case No. 4:13-CV-75-DW  
PYRAMID TRADING, INC. d/b/a )  
THE LEATHER COLLECTION, )  
Defendant. )  
)

**JURY TRIAL DEMANDED**

**DEFENDANT'S ANSWER TO PLAINTIFFS' COMPLAINT**

Defendant, Pyramid Trading, Inc. d/b/a The Leather Collection, by and through its undersigned attorney, responds as follows:

1. Pyramid Trading, Inc. admits the Complaint purports to state an action for trademark infringement and counterfeiting under Federal law; trademark infringement, unfair competition, and unjust enrichment under Missouri common law; and trademark dilution and

unfair competition under Missouri statutory law. Pyramid Trading denies any remaining allegations in Paragraph 1.

2. Pyramid Trading, Inc. admits the Court has jurisdiction over the parties and subject matter of this action. Pyramid Trading denies any remaining allegations in Paragraph 2

3. Pyramid Trading, Inc. admits the Court has personal jurisdiction over the Defendant.

4. Pyramid Trading, Inc. admits venue is properly founded in this judicial district. Pyramid Trading denies any remaining allegations in Paragraph 4.

5. Pyramid Trading, Inc. lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 5 and therefore denies same.

6. Pyramid Trading, Inc. admits that it is a Missouri corporation with its principal place of business in Kansas City, Missouri. Pyramid Trading denies any remaining allegations in Paragraph 6.

7. Pyramid Trading, Inc. denies the allegations of Paragraph 7.

8. Pyramid Trading, Inc. lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 8 and therefore denies same.

9. Pyramid Trading, Inc. lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 9 and therefore denies same.

10. Pyramid Trading, Inc. lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 10 and therefore denies same.

11. Pyramid Trading, Inc. lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 11 and therefore denies same.

12. Pyramid Trading, Inc. lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 12 and therefore denies same.

13. Pyramid Trading, Inc. lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 13 and therefore denies same.

14. Pyramid Trading, Inc. lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 14 and therefore denies same.

15. Pyramid Trading, Inc. lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 15 and therefore denies same.

16. Pyramid Trading, Inc. lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 16 and therefore denies same.

17. Pyramid Trading, Inc. denies the allegations of Paragraph 17.

18. Pyramid Trading, Inc. denies the allegations of Paragraph 18.
19. Pyramid Trading, Inc. lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 19 and therefore denies same.
20. Pyramid Trading, Inc. denies the allegations of Paragraph 20.
21. Pyramid Trading, Inc. denies the allegations of Paragraph 21.
22. Pyramid Trading, Inc. denies the allegations of Paragraph 22.
23. Pyramid Trading, Inc. denies the allegations of Paragraph 23.

#### **COUNT I**

24. Pyramid Trading, Inc. incorporates by reference its responses to the allegations in Paragraphs 1-23. Pyramid Trading denies any remaining allegations contained in Paragraph 24.
25. Pyramid Trading, Inc. denies the allegations of Paragraph 25.
26. Pyramid Trading, Inc. denies the allegations of Paragraph 26.
27. Pyramid Trading, Inc. denies the allegations of Paragraph 27.
28. Pyramid Trading, Inc. denies the allegations of Paragraph 28.
29. Pyramid Trading, Inc. denies the allegations of Paragraph 29.
30. Pyramid Trading, Inc. denies the allegations of Paragraph 30.
31. Pyramid Trading, Inc. denies the allegations of Paragraph 31.

#### **COUNT II**

32. Pyramid Trading, Inc. incorporates by reference its responses to the allegations in Paragraphs 1-23. Pyramid Trading denies any remaining allegations contained in Paragraph 32.
33. Pyramid Trading, Inc. denies the allegations of Paragraph 33.
34. Pyramid Trading, Inc. denies the allegations of Paragraph 34.
35. Pyramid Trading, Inc. denies the allegations of Paragraph 35.

36. Pyramid Trading, Inc. denies the allegations of Paragraph 36.
37. Pyramid Trading, Inc. denies the allegations of Paragraph 37.
38. Pyramid Trading, Inc. denies the allegations of Paragraph 38.
39. Pyramid Trading, Inc. denies the allegations of Paragraph 39.

### **COUNT III**

40. Pyramid Trading, Inc. incorporates by reference its responses to the allegations in Paragraphs 1-23. Pyramid Trading denies any remaining allegations contained in Paragraph 40.
41. Pyramid Trading, Inc. denies the allegations of Paragraph 41.
42. Pyramid Trading, Inc. denies the allegations of Paragraph 42.
43. Pyramid Trading, Inc. denies the allegations of Paragraph 43.
44. Pyramid Trading, Inc. denies the allegations of Paragraph 44.
45. Pyramid Trading, Inc. denies the allegations of Paragraph 45.

### **COUNT IV**

46. Pyramid Trading, Inc. incorporates by reference its responses to the allegations in Paragraphs 1-23. Pyramid Trading denies any remaining allegations contained in Paragraph 46.
47. Pyramid Trading, Inc. lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 47 and therefore denies same.
48. Pyramid Trading, Inc. lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 48 and therefore denies same.
49. Pyramid Trading, Inc. denies the allegations of Paragraph 49.
50. Pyramid Trading, Inc. denies the allegations of Paragraph 50.
51. Pyramid Trading, Inc. denies the allegations of Paragraph 51.
52. Pyramid Trading, Inc. denies the allegations of Paragraph 52.

53. Pyramid Trading, Inc. denies the allegations of Paragraph 53.

**COUNT V**

54. Pyramid Trading, Inc. incorporates by reference its responses to the allegations in Paragraphs 1-23. Pyramid Trading denies any remaining allegations contained in Paragraph 54.

55. Pyramid Trading, Inc. lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 55 and therefore denies same.

56. Pyramid Trading, Inc. denies the allegations of Paragraph 56.

57. Pyramid Trading, Inc. denies the allegations of Paragraph 57.

58. Pyramid Trading, Inc. denies the allegations of Paragraph 58.

59. Pyramid Trading, Inc. denies the allegations of Paragraph 59.

60. Pyramid Trading, Inc. denies the allegations of Paragraph 60.

61. Pyramid Trading, Inc. denies the allegations of Paragraph 61.

62. Pyramid Trading, Inc. denies the allegations of Paragraph 62.

**COUNT VI**

63. Pyramid Trading, Inc. incorporates by reference its responses to the allegations in Paragraphs 1-23. Pyramid Trading denies any remaining allegations contained in Paragraph 63.

64. Pyramid Trading, Inc. denies the allegations of Paragraph 64.

65. Pyramid Trading, Inc. lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 65 and therefore denies same.

66. Pyramid Trading, Inc. lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 66 and therefore denies same.

67. Pyramid Trading, Inc. denies the allegations of Paragraph 67.

68. Pyramid Trading, Inc. denies the allegations of Paragraph 68

69. Pyramid Trading, Inc. denies the allegations of Paragraph 69.
70. Pyramid Trading, Inc. denies the allegations of Paragraph 70.
71. Pyramid Trading, Inc. denies the allegations of Paragraph 71.

### **COUNT VII**

72. Pyramid Trading, Inc. incorporates by reference its responses to the allegations in Paragraphs 1-23. Pyramid Trading denies any remaining allegations contained in Paragraph 72.
73. Pyramid Trading, Inc. denies the allegations of Paragraph 73.
74. Pyramid Trading, Inc. denies the allegations of Paragraph 74.
75. Pyramid Trading, Inc. denies the allegations of Paragraph 75.
76. Pyramid Trading, Inc. denies the allegations of Paragraph 76.

### **COUNT VIII**

77. Pyramid Trading, Inc. incorporates by reference its responses to the allegations in Paragraphs 1-23. Pyramid Trading denies any remaining allegations contained in Paragraph 77.
78. Pyramid Trading, Inc. denies the allegations of Paragraph 78.
79. Pyramid Trading, Inc. denies the allegations of Paragraph 79.
80. Pyramid Trading, Inc. denies the allegations of Paragraph 80.
81. Pyramid Trading, Inc. denies the allegations of Paragraph 81.

### **COUNT XI**

82. Pyramid Trading, Inc. incorporates by reference its responses to the allegations in Paragraphs 1-23. Pyramid Trading denies any remaining allegations contained in Paragraph 82.
83. Pyramid Trading, Inc. denies the allegations of Paragraph 83.

### **AFFIRMATIVE DEFENSES**

Pyramid Trading, Inc. denies that it is liable to Plaintiffs on any of the claims alleged and

denies that Plaintiffs are entitled to damages, treble or punitive damages, equitable relief, attorneys' fees, costs, pre-judgment interest or to any relief whatsoever and states as follows:

**First Affirmative Defense**

84. The Complaint fails to state a claim upon which relief can be granted.

**Second Affirmative Defense**

85. The claims made in the Complaint are barred, in whole or in part, because any infringement, if any, was innocent.

**Third Affirmative Defense**

86. The claims made in the Complaint are barred, in whole or in part, by the applicable statute of limitations.

**Fourth Affirmative Defense**

87. Without admitting that the Complaint states a claim, there has been no damage in any amount, manner or at all by reason of any act alleged against Defendant in the Complaint, and the relief prayed for in the Complaint therefore cannot be granted.

**Fifth Affirmative Defense**

88. The claims made in the Complaint are barred, in whole or in part, because of a failure to mitigate damages, if such damages exist.

**Sixth Affirmative Defense**

89. Without admitting that the Complaint states a claim, any remedies are limited to the extent that there is sought an overlapping or duplicative recovery pursuant to the various claims against Pyramid Trading, Inc. or others for any alleged single wrong.

**Additional Defenses**

90. Pyramid Trading, Inc. reserves the right to assert additional defenses based on

information learned or obtained during discovery.

WHEREFORE, Pyramid Trading, Inc. prays for judgment as follows:

- A. That Plaintiffs take nothing by way of their Complaint;
- B. That the Complaint and each and every purported claim for relief therein be dismissed with prejudice.
- C. That Pyramid Trading, Inc. be awarded its costs of suit incurred herein, including attorneys' fees and expenses; and
- D. For such other and further relief as the Court deems just and proper.

Dated: April 24, 2013

Respectfully submitted,

SENNIGER POWERS LLP  
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*Attorneys for Defendant Pyramid Trading, Inc.*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 24th day of April, 2013, the foregoing was electronically filed with the Clerk of court via the ECF/CM system and will be served upon all counsel of record by operation of the Court's ECF/CM system by means of a Notice of Electronic Filing.

/s/ *Andrew J. Kabat*